

EXPRESSION OF INTEREST

TO DEVELOP
CORPORATE TOWERS
AND THE STABLING
YARD UNDER TOD
AT JANGPURA LAND
PARCEL, DELHI



NATIONAL CAPITAL REGION TRANSPORT CORPORATION LIMITED
(A JV of Government of India and participating State Governments)



DEVELOPMENT OF
**CORPORATE
TOWER
&
STABLING
YARD**
AT JANGPURA, DELHI



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NATIONAL CAPITAL REGION TRANSPORT CORPORATION
(A JV of Govt. of India and State Govt. of Haryana,
NCT Delhi, Uttar Pradesh and Rajasthan)

NCRTC Office Complex,
GatiShakti Bhawan, INA, Delhi - 110 092

EXPRESSION OF INTEREST

National Capital Region Transport Corporation, (NCRTC) invites
Expression of Interest (EOI) from interested agencies for the
work of

“Development of Corporate Towers and Stabling Yard at Jangpura, Delhi”

“Entities interested in bidding for
Development of Corporate Towers and
Stabling Yard under TOD at Jangpura, Delhi
should submit Expression of Interest in hard copy
to the Group General Manager, ARS NCRTC
on the above address on or before
28.11.2023 by 06.00 pm”

Website: <https://www.ncrtc.in>

Date: 16.10.2023
Place: Delhi

- Sd -
Group General Manager/ARS



NCRTC IS NOW DEVELOPING WORLD-CLASS CORPORATE TOWER AT JANGPURA

1.0 Disclaimer

- A. Neither NCRTC nor their employees or consultants make any representation or warranty as to the accuracy, reliability, or completeness of the information in this EOI document. Each prospective applicant should conduct his own investigations and analysis and check the accuracy, reliability, and completeness of the information in this EOI document and obtain independent advice from appropriate source before participation in the EOI.
- B. Neither NCRTC nor their employees or consultants will have any liability to any prospective Applicant or any other person under the law of contract, for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this EOI document.
- C. NCRTC reserves the right to reject any or all the applications submitted in response to this EOI document and/or any subsequent stage without assigning any reasons whatsoever. NCRTC also reserves the right to hold or withdraw or cancel the process at any stage under intimation to the Applicants who submit the applications or bids.
- D. NCRTC also reserves the right to modify or amend or add to any or all the provisions of this EOI document or cancel the present Invitation and call for fresh Invitations.
- E. Neither NCRTC nor their employees or consultants will have any liability in case of non-receipt of any correspondence from them to the Applicants due to the postal delays.
- F. The images provided are artistic representations and are not intended for exact replication. They serve as conceptual ideas and should be customized to meet specific project requirements. Any attempt to replicate these images precisely is discouraged.

2.0 Introduction

2.1 BACKGROUND

National Capital Region Transport Corporation (NCRTC) - a Joint Venture company of the Govt of India and the states of Delhi, Haryana, Rajasthan, and Uttar Pradesh - has been given the mandate for designing, developing, implementing, financing, operating, and maintaining the Regional Rapid Transit System (RRTS) projects in the National Capital Region (NCR) to provide comfortable and fast transit to NCR towns and meet the high growth in transport demand.

RRTS is a next-generation, state of the art, eco-friendly, sustainable, high speed (180 kmph), high capacity, safe, reliable inter-state/ city dedicated commuter rail network having features like multimodal integration (MMI), interoperability, etc. RRTS project is aimed at improving quality of life of people by providing equitable, fast, dependable, safe comfortable, efficient, and sustainable mobility solution enabling balanced, inclusive, and sustainable economic development in NCR.

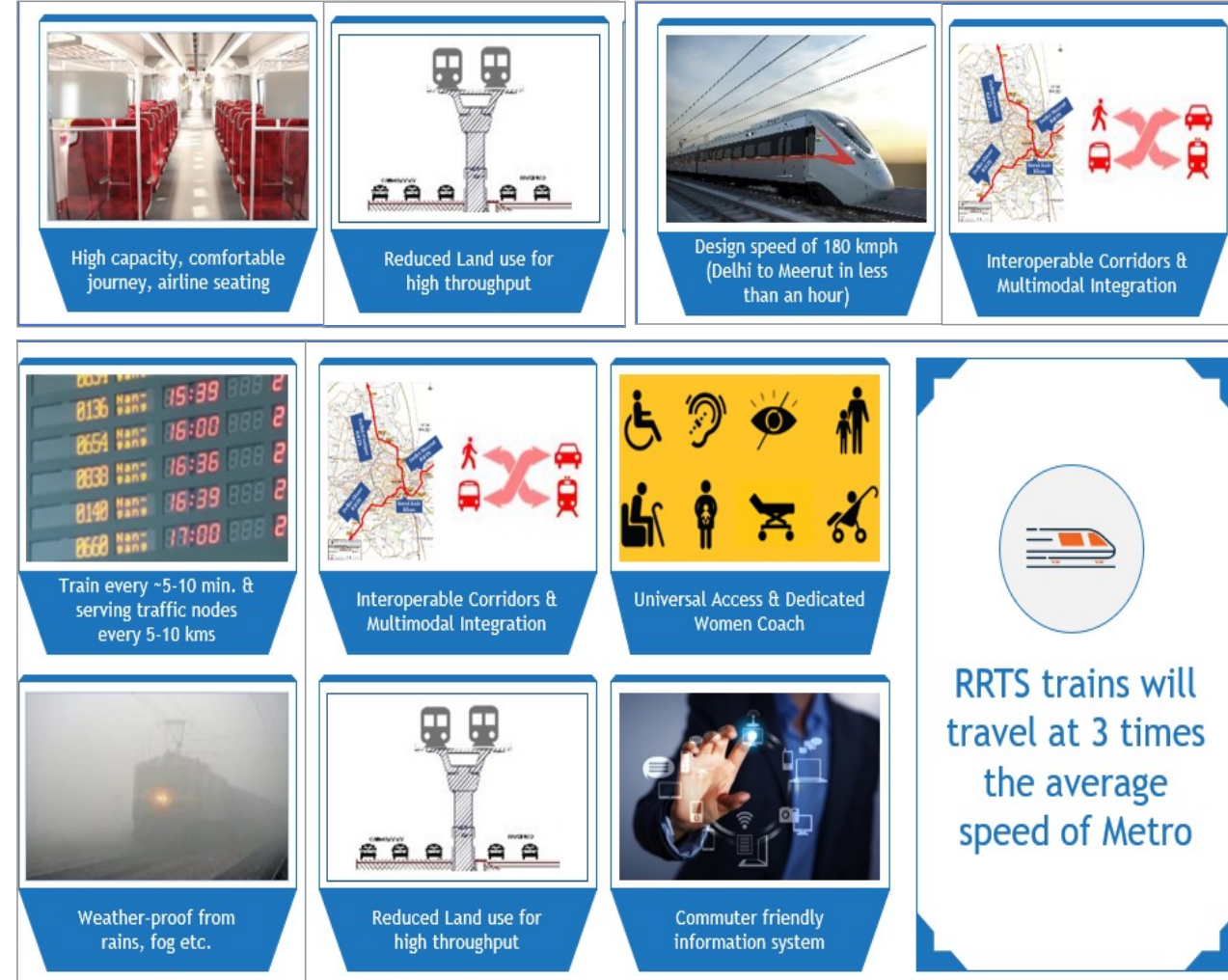


Figure 1: Salient features of RRTS' offerings





Thereby triggering sustainable economic development across NCR. The economic impact through investments in sustainable and resilient public transit infrastructure has a multiplier effect on the associated supply chains which, further, generates employment opportunities in form of indirect and induced employment.



Figure 2: Proposed lines for RRTS

A total 08 (eight) RRTS corridors have been identified for implementation. Out of these, 03 (three) corridors namely, Delhi-Ghaziabad-Meerut, Delhi-Alwar and Delhi-Panipat are planned to be implemented in the first phase. Corridor-I (Delhi-Ghaziabad-Meerut) is the first corridor under implementation. All RRTS corridors shall be interoperable with seamless connectivity among each other which means passengers boarding train from any corridor shall be capable of traveling to other corridors and vice-versa seamlessly. Sarai Kale Khan (SKK) station near Hazrat Nizamuddin Railway Station is planned to be the interchange station for first three corridors.

Parameters

Delhi-Meerut

Delhi-Alwar

Delhi-Panipat

Total Length (km)	82	164	103
Estimated travel time (min)	60	100	70
No. of total stations	25	19	12

~ 2

Mn daily ridership

~ 350

kms

USD 12B +

investment

600

coaches

6

Depot

Figure 3: First phase of RRTS has three prioritized corridors

2.2 DELHI - GHAZIABAD - MEERUT RTS CORRIDOR

The Delhi-Meerut corridor originates from Sarai Kale Khan in Delhi and terminates at Modipuram in Meerut. The project covers NCT-Delhi, Ghaziabad, and Meerut.

The total length of the corridor is 82.15 km with a total of twenty-five stations (including Sarai Kale Khan), out of which NCT Delhi will have four stations, and Uttar Pradesh will have twenty-one stations. Besides the stabling yard, Jangpura will also have a Passenger Station with Direct Connectivity to Sarai Kale Khan. Delhi-Meerut RTS corridor will cover the distance from Sarai Kale Khan in Delhi to Modipuram in Meerut in about 60 minutes. RTS infrastructure will also be used to operate local transit services (Meerut Metro services) to meet the local mobility needs besides providing high-speed regional mobility for towns like Ghaziabad, Muradnagar, Modinagar, Duha, etc.

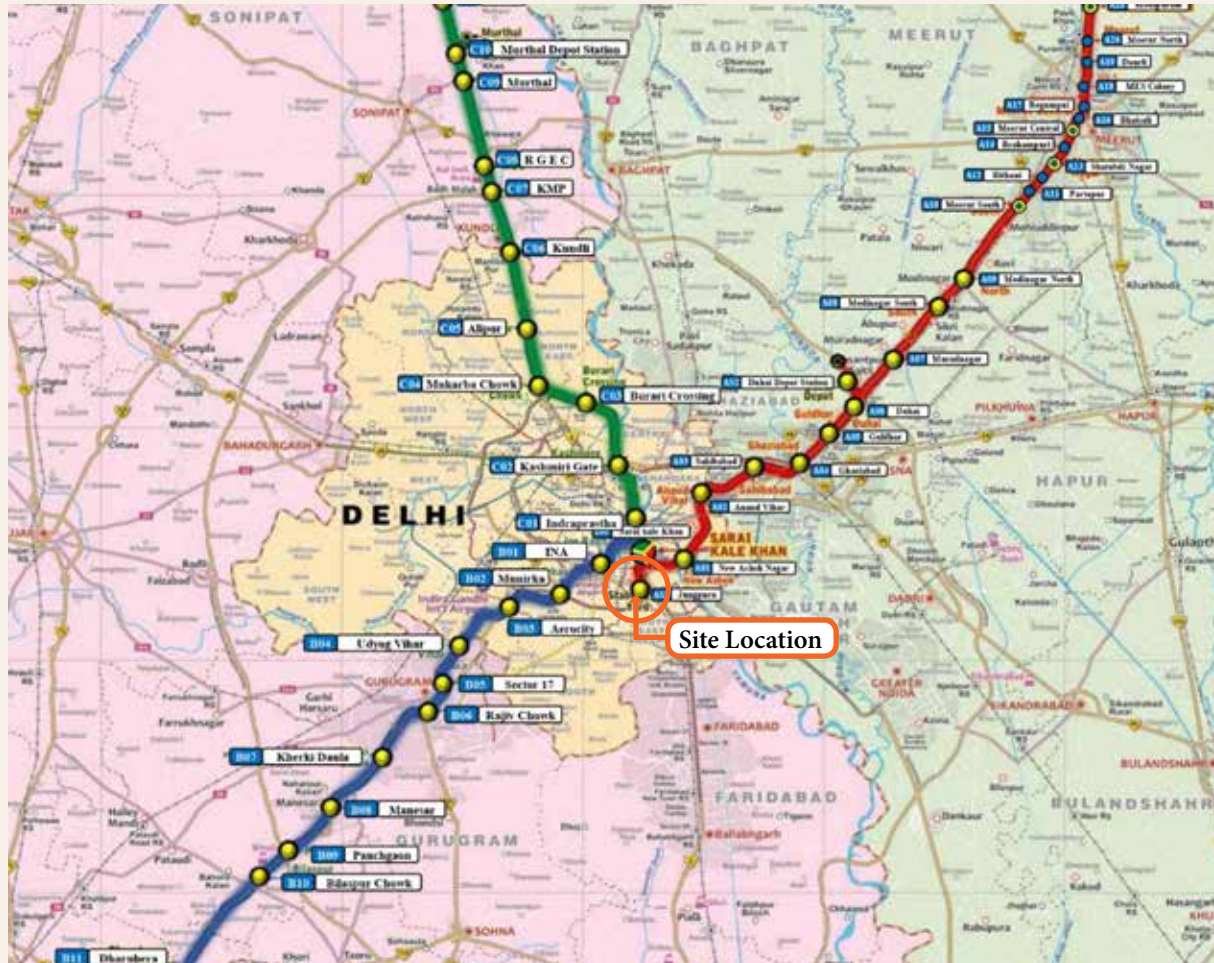
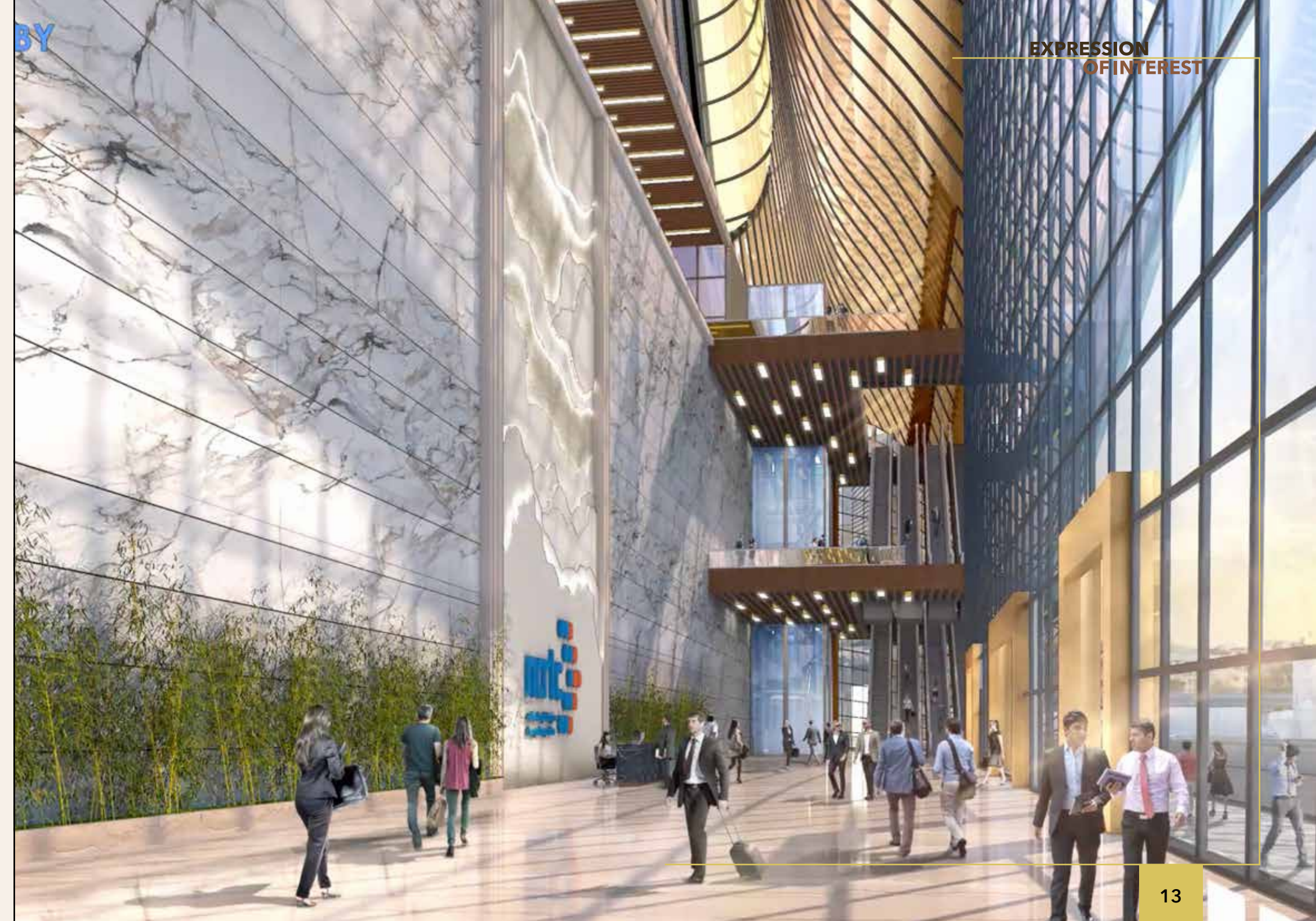


Figure 4: Route map for Delhi-Meerut RTS



2.3 INTRODUCTION TO THE SITE: JANGPURA, DELHI

The Jangpura Stabling Yard and Station Site is in proximity to Sarai Kale Khan RRTS Station. The Jangpura station will have direct connectivity with Sarai Kale Khan Station and will provide access to commuters to all the three corridors. The total area of the site is 42.6 Acres. It is

located in the Southeast Delhi district of Delhi. This area is one of the most premium localities of Delhi. The immediate vicinity comprises upper HIG and HIG residential areas. The site is proposed to house stabling yard & RRTS station. Site access and Connectivity details are provided below.



Figure 5: Site location at Delhi



Figure 6: Access to the site

There are two access roads to the site - Connecting it to Mathura Road and Ring Road. Mathura Road connectivity has already been provided and Ring Road connectivity is under construction. The Site easily accessible through public transport as well. The connectivity details are shown in the above map.

	Hazrat Nizamuddin (1.4 km) Lajpat Nagar (800m)		DMRC – Ashram (700m), Vinobhapuri (1.2 km), Sarai Kale Khan (1.4 km)
	ISBT Sarai Kale Khan (1.4 km)		
	4 lane connectivity from Mathura Road 4 lane connectivity from Ring Road		Jangpura RRTS Station

Figure 7: Jangpura Site Connectivity

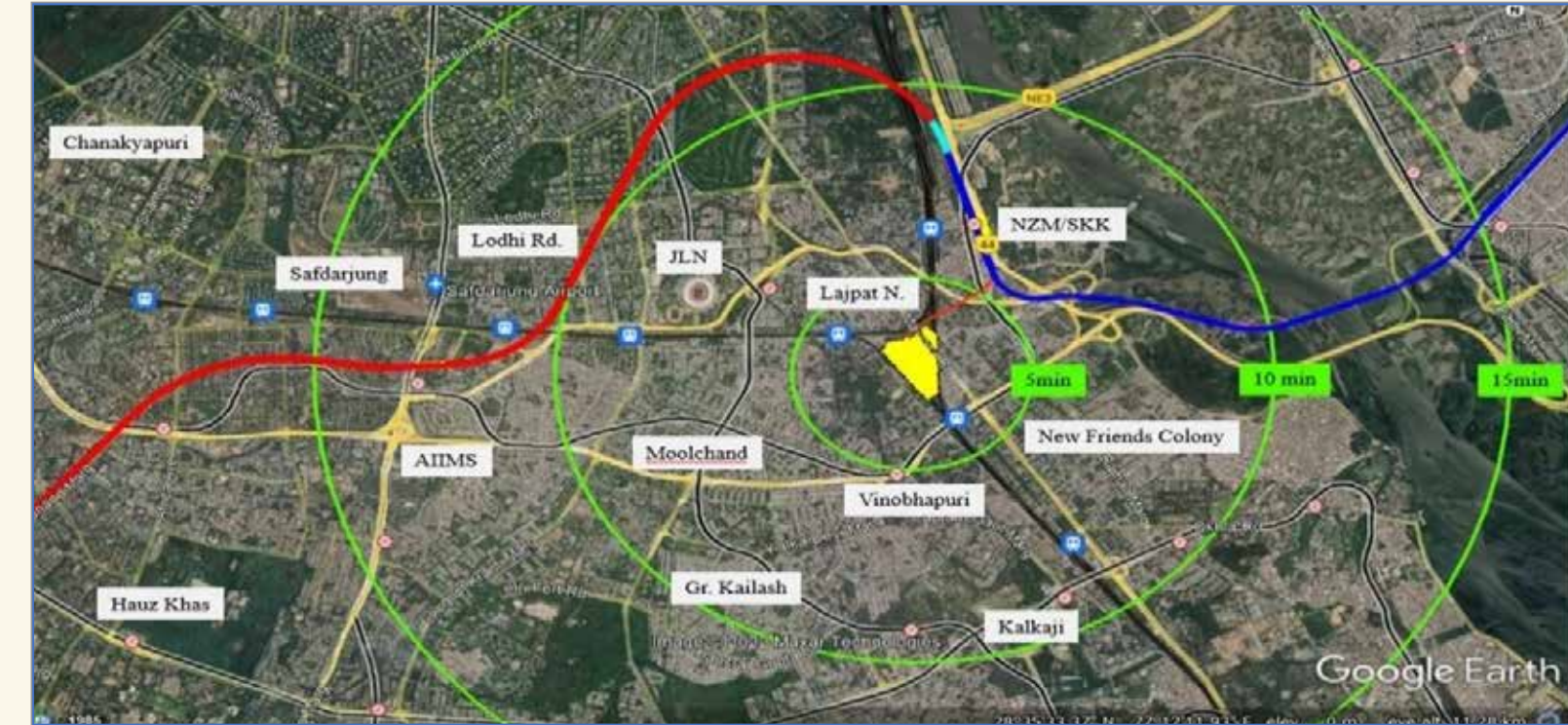


Figure 8:
Key Landmarks
across the site

Figure 9:
Facilities around the
Jangpura site

- 1 Retail: Connaught Place, Lajpat Nagar, South Extension, Ansal Plaza
- 2 Healthcare: Moolchand Medicity, Guru Harkishan Hospital, Vimhans
- 3 Education: PGDAV College, Daya Singh College, Cambridge School
- 4 Transportation hub: Pink and Violet Metro Line Station
- 5 Residential: Nizammuddin, Lajpat Nagar, Srinivaspuri, Andrews Ganj, Jangpura
- 6 RRTS Station : Jangpura

2.4 DELHI TRANSIT ORIENTED DEVELOPMENT (TOD) POLICY PROVISIONS

Vide Delhi TOD (Transit Oriented Development) Regulations dated 13.04.2021, DDA has notified "Jangpura RRTS Station" as a 'TOD Node' for implementation under the Delhi TOD Policy.

Transit-Oriented Development (TOD) is an innovative urban paradigm that involves leveraging existing and upcoming public transit infrastructure and associated users, to ensure sustainable mobility and optimize utilization of land through compact mixed-use development. A TOD approach in Delhi will help in bringing people and jobs closer to mass transit and lead to much needed integration of land use and transport in the city. It will result in compact, walkable, mixed-use developments within influence zones of transit stations. This is a critical paradigm shift that can potentially improve public transit ridership, reduce vehicular congestion, and reduce greenhouse emissions and pollution in the long term.

The land use of the land at Jangpura is proposed to be converted to 'Transportation' which is under finalization. The Delhi TOD



EXPRESSION OF INTEREST

Policy provides flexibility to accommodate a range of uses within the Site after meeting the requisite FAR for operational requirements, up to an FAR of 5, subject to road width and development scenario. The range of uses as permissible under the Delhi TOD Policy is as provided below

TOD Use	Minimum FAR for Residential uses	Minimum FAR for Commercial uses	Minimum FAR for PSP and/or utilities	Other Uses
Transportation Mixed Use	30%	10%	10%	Remaining FAR can be utilized as a mix of residential, commercial and PSP in any proportion as per project requirement after meeting all operational requirements for transportation facilities

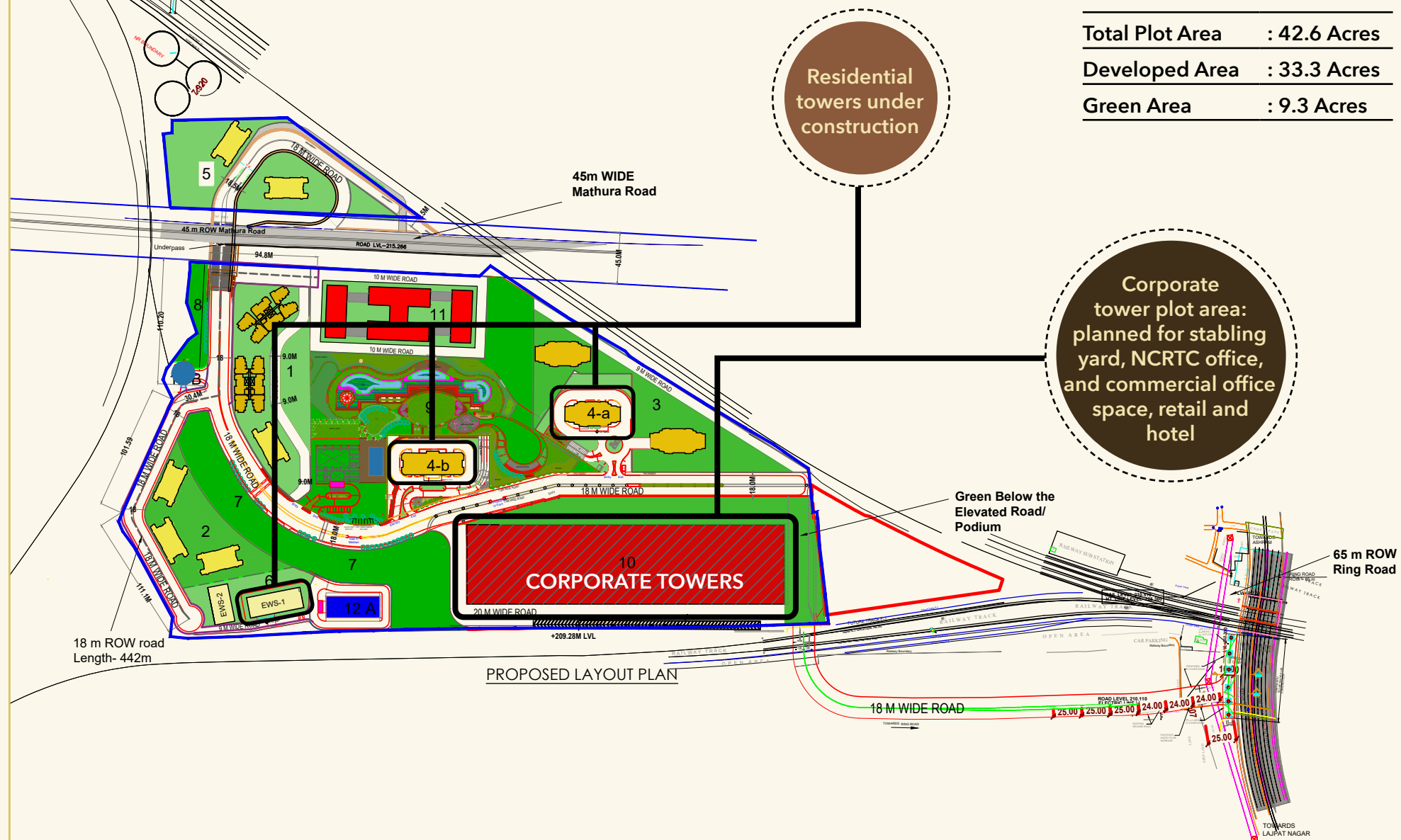
Figure 10: Mix of Uses/ Distribution of FAR in TOD

As evident from the table above, wide flexibility is provided to developer entities to undertake compact, vertical mixed-use development accommodating the range of facilities and amenities within the site.

2.5 JANGPURA MASTER PLAN

NCRTC intends to undertake Transit Oriented Development featuring mixed-use development integrated with the RRTS stations at the site in Jangpura Depot. NCRTC hired consultancy services for the preparation of Influence Zone Plan (IZP) for the TOD node "Jangpura RRTS station". NCRTC also created a conceptual masterplan of the Jangpura land, which can be seen in the below image.

Construction has already begun for three towers of residential complex for NCRTC staff and are under various stages of completion.



2.6 CURRENT PLAN OF DEVELOPMENT

Two type of assets needs to be built as part of this project scope.

- A) Develop Grade A commercial office. As of now, strategic decision has been taken to build Commercial, Retail and Hotel. This will be built on top of the Stabling yard
- FAR area available: ~22-23 L sft
- B) Develop Stabling yard, Station, Operations control center and NCRTC Office
- FAR area available: ~7-8 L sft

Details has been depicted in the below image. These details are tentative only and are open for feedback and suggestions

	A (Corporate Towers)	B (Stabling Yard++)
Design	Developer	Developer / NCRTC
Build	Developer	Developer
Operate	Developer	NCRTC

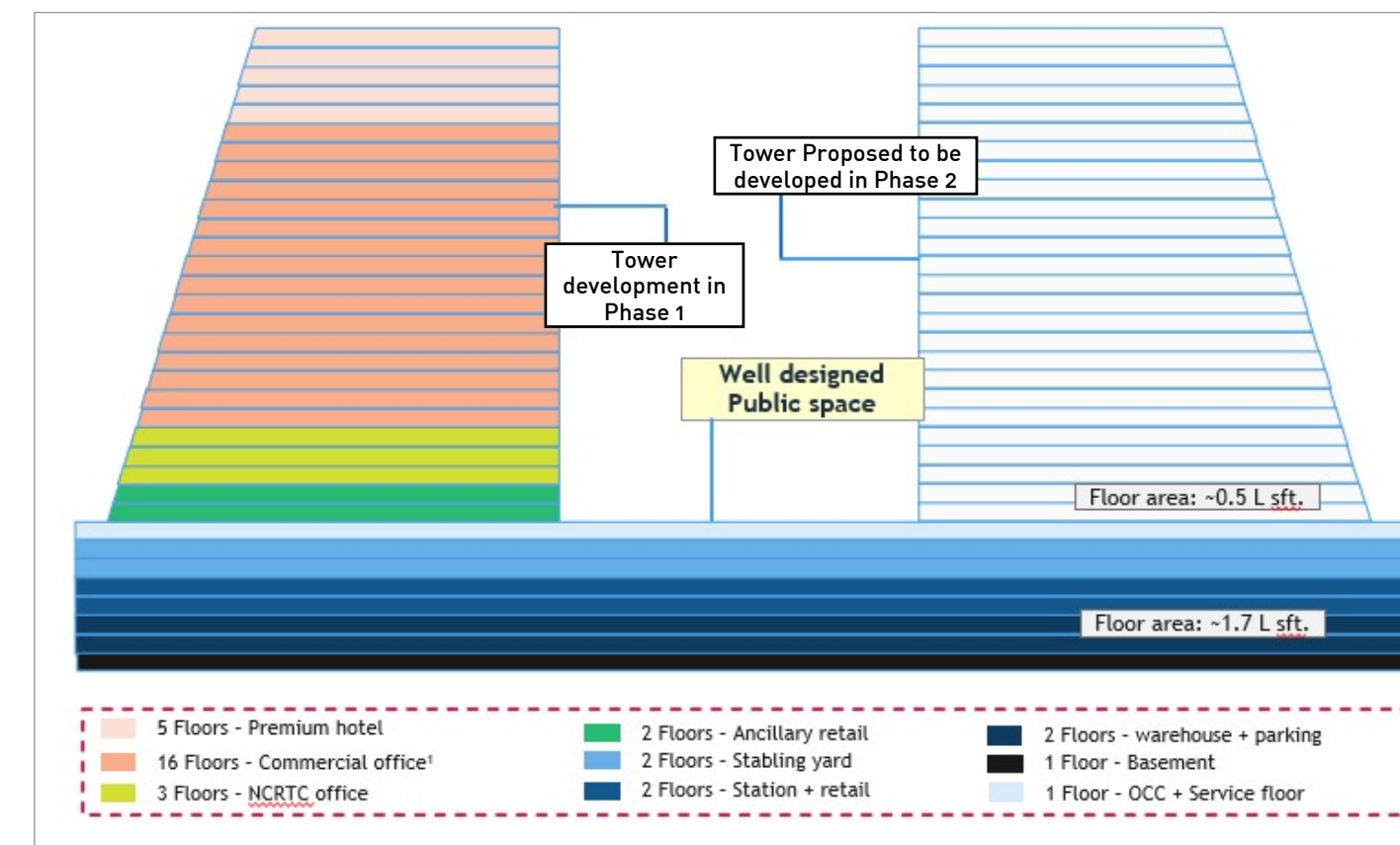


Figure 12: Proposed development on top of stabling yard complex

A) Grade A commercial office

- Developer to pay NCRTC for the FAR right in terms of Upfront Premium/Revenue share / Monthly Fixed Rental / Upfront premium & monthly fixed rental / any other
- NCRTC open for different development format - mix of Commercial/Retail/Hospitality

B) Stabling yard, Station, Operations control center and NCRTC Office

- NCRTC shall pay a fixed grant in the form of construction linked support for this development

In addition to the proposed models above, NCRTC is also open to consider self-development and/or Asset Management model.

Interested applicants are required to submit the detailed scope of activities within the Development management model and/or Asset management model.

Status of approvals:

- **Change of Land Use certificate (CLU):** This is at Final Approval Stage
- **Influence Zone Plan (IZP)** - Awaiting approval of High-Power Committee (HPC)
- **Land Lease** - Under process with Land and Development Office (L&DO)

Note: Definition of different model of engagement:

- **DBFOT:** Developer will be responsible for the design, built, financing and operations of the asset and will put in equity into the project. Developer will pay the landowner for the FAR lease either as revenue share/monthly fixed rental / upfront premium or through other decided commercial structure.
- **Development Management (DM)** model works on the principle of project finance being the responsibility of the landowner and the private participant is responsible for project development and acting like a service provider to the landowner in exchange for a pre agreed fees.
- **Joint Venture (JV)** is a business arrangement in which a landowner and a real estate developer agree to pool their resources for the purpose of developing a real estate project whether commercial, residential, or industrial. Both the landowner and the developer have a stake in profits, losses and costs associated with it. The parties involved in the Joint Venture form an operating agreement, or commonly referred as joint venture agreement listing out the specific rights of each party.

Note: Definition of different commercial structure for FAR Lease consideration (in case of DBFOT engagement):

- **Revenue Sharing:** Landowner and the developer shares the proceeds ("distributable revenue") arising from the development as per specified ratio. Developer undertakes the responsibility for the obtaining approvals, construction of project, sales and marketing and raising funds for the development.





- **Monthly Fixed Rental:** Developer pays to the landowner pre decided fixed revenue per month (per sqft) arising from the development. Like the Revenue Sharing, Developer will undertake the responsibility for the obtaining approvals, construction of project, sales and marketing and raising funds for the development.

3.0 Objective

The developments at Jangpura land parcel are envisioned to serve as a major demand driver for ridership on the RRTS network, as well as enhance non-fare box revenues for NCRTC through Land Value Capture.

The scope of this EOI relates to the project of “Corporate towers and the Stabling yard++.” Corporate towers will be built on top of the yard complex.

For Jangpura land parcel, as previously mentioned, FAR of 5.0 and land-use conversion into transportation is under approval process. NCRTC shall require ~7-8L sft BUA for Stabling yard, Station, Operations control center. NCRTC shall pay a fixed grant in the form of construction linked support for this development

On top of the yard complex, corporate towers will be incorporated. The intent is to develop a tower for Grade A commercial office primarily with ancillary asset classes such as Retail, Hospitality etc. The total FAR available for the corporate towers is ~22-23L sqft.

NCRTC intends to qualify and select a suitable Partner for the Project through an open competitive bidding process. NCRTC is in the process

of formulating an RFP document containing inter alia technical and financial criteria for eligible bidders; procedure for bidding; scope of work and terms and conditions of the Agreement to be signed between the selected Bidder and the NCRTC subsequent to the bidding process.

Through this EOI process, the NCRTC intends to gauge the prospective players/ firms who would be interested in the Project to be developed as a whole and develop a common understanding of the proposed terms and conditions of the Contract Agreement. The feedback would be important to formulate the eligibility and other terms and conditions at the subsequent RFP stage. Since it is also proposed to simultaneously finalize Master planning of the Site, the suggestions received will also form inputs for the Master Planning consultant.

4.0 Instructions to Bidders

4.1 SITE PARTICULARS

S.No.	Particulars	Details
1	Name of the Site	Jangpura
2	Area of the Site	~42.6 acres
3	Total Potential Development	~6,75,000Sq Mt
3	Google map link to location	https://maps.app.goo.gl/maKdqUfASDFAbbuy9?g_st=iw

4.2 PROPERTY PARTICULARS

S.No.	Particulars	Details
1	Name of the Property	Corporate towers and the Stabling yard
2	Area of the Property	~7-8L sft BUA - Stabling yard, Station, Operations control center ~22-23L sft BUA - corporate towers on top of the yard complex
3	Location	Jangpura, New Delhi, 110014

4.3 LEASING

- No Transfer of Ownership of Land: The ownership or title of the land shall continue to vest with the NCRTC at all times and only the lease rights of the use of the land or the structures built on it shall be transferred by NCRTC.
- The mortgage of land shall not be permitted at any time and the land shall be incapable of conversion from leasehold to freehold.

4.4 DRAFT ELIGIBILITY

Parties should ideally have experience in development of large land parcels and preferably have experience of developing the following assets:

- Office space
- Residential space
- Hotel

The Applicant must be a single entity, and the details are to be furnished as per FORM A, FORM B, FORM C, FORM D, FORM E, FORM F & FORM G.

4.5 SCHEDULE OF EOI SUBMISSIONS

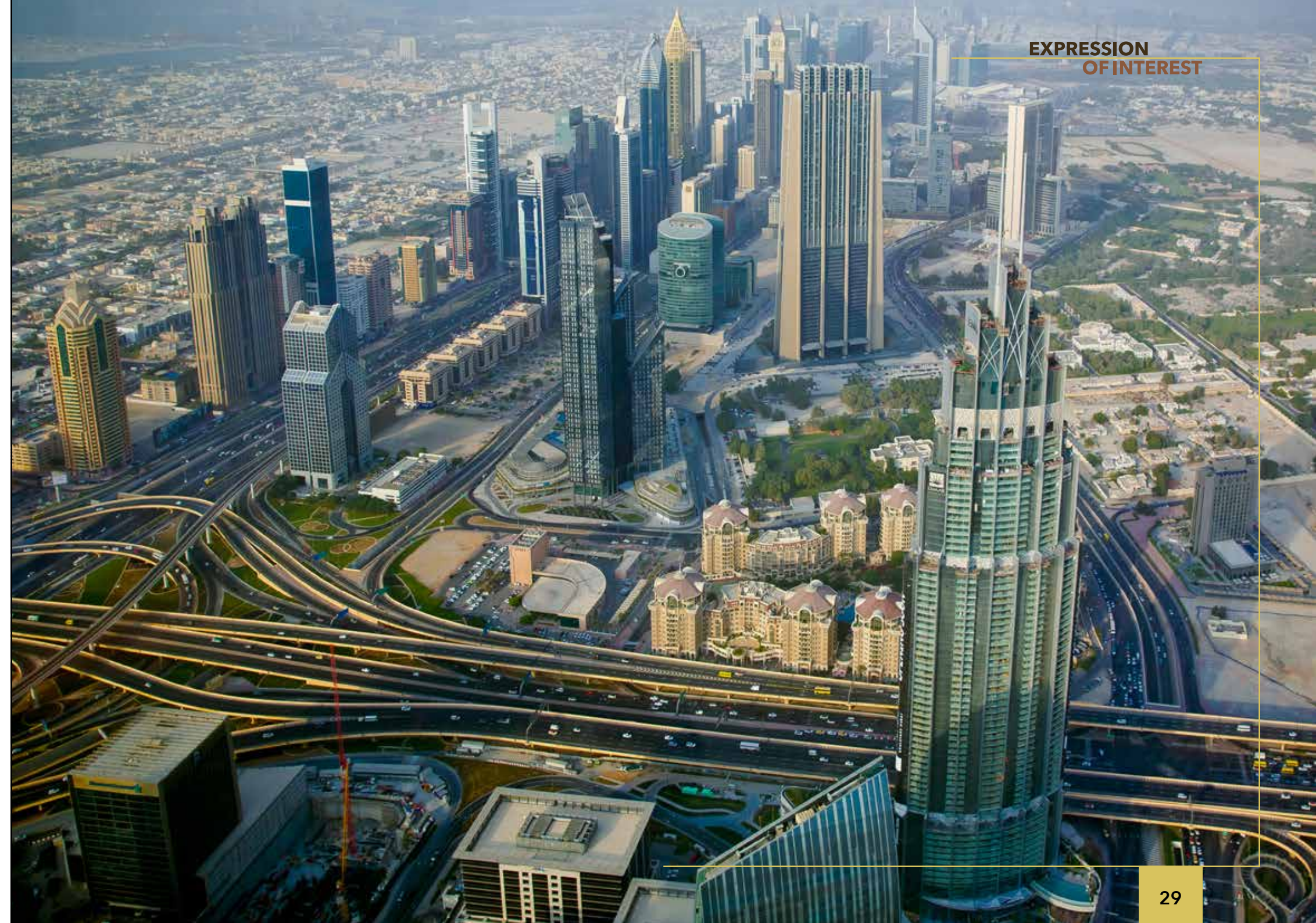
The indicative timelines of this EOI are detailed in the table below:

Activity	Scheduled date
Issue of EOI document	16.10.2023
Pre-application conference	7.11.2023 at 4:00 PM
Due date for submission of EOI	28.11.2023 6:00 PM

Reputed domestic and international firms/groups/agency that possess the credentials for development of large land parcels, preferably experience of developing office and retail spaces, are invited to attend the pre- application Conference, and participate in a discussion on the project. Pre-Application Conference will be held on 7.11.2023 at 4:00 PM through Video Conferencing. Applicants are requested to send the details of the participants for the Conference to tod@ncrtc.in by 6.11.2023 by 6 PM.

4.6 SUBMISSION OF EOI

- EOI must be submitted in Hard copy as a spiraled/ hard bound document
- The envelop shall indicate the name, address, and contact phone number of the Applicant





- The envelope shall clearly bear the following identification:
“Expression of Interest for Development of Corporate Towers and Stabling Yard at Jangpura, Delhi”

The envelop shall be addressed to:

Group General Manager / ARS
National Capital Region Transport Corporation
GatiShakti Bhawan, INA
New Delhi - 110023
Ph. No. 011 2466 6700
E-mail: tod@ncrtc.in

Queries, if any, shall be addressed to the Group General Manager / ARS (at above address)

4.7 EOI PREPARATION COST

- The Applicant shall be responsible for all the costs associated with the preparation of its EOI and its participation in the EOI.
- NCRTC shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the EOI.

4.8 RIGHT TO ACCEPT AND/OR REJECT ANY OR ALL EOIS

- NCRTC reserves the right to select, reject any or all EOI received without assigning any reason whatsoever and shall not, in any

manner whatsoever, be accountable liable for any claims of the Interested Parties or any other third party in that regard.

- This Invitation for EOIs is not an agreement and is neither an offer by NCRTC to the interested Parties. The purpose of this Invitation for EOI Document is to provide interested parties with information that may be useful to them in preparing their responses. Each Interested Party should, therefore, conduct its own investigation and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements, and information contained in this EOI and obtain independent advice from appropriate sources prior to submission of its EOI.

4.9 OUTCOME OF THE EOI

Submission by the parties shall be deliberated and discussed and criteria will be finalized for inviting Bids. This EOI is non-binding, and the final selection will happen based on the subsequent RFP process. Parties shall be selected for award of Grant of Lease based on the criteria finalized by NCRTC. Decision of NCRTC shall be final and binding.

ANNEXURE-I: LETTER OF TRANSMITTAL

(To be typed in Applicant's Letterhead)

To:

The GGM/ ARS
National Capital Region Transport Corporation
GatiShakti Bhawan, INA, New Delhi - 110023
CIN No.
Ph. No. 011 2466 6700
E-mail: contactus@ncrtc.in

Sub: Submission of Expression of Interest for Development of Corporate towers and Stabling Yard at Jangpura, Delhi

Sir,

Having examined the details given in EOI Notice and Project Information details for the above project, I/we hereby submit our Expression of Interest and the relevant information as below:

I/We hereby certify that all the statements made in the information supplied in the enclosed form and the accompanying statements are true and correct.

I/We have furnished all information and details necessary for EOI and have no further pertinent information to supply.

I/We also authorize NCRTC or their authorized representatives to approach individuals, employers, and firms to verify our competence and general reputation.

I/We submit the following forms in support of our suitability, technical know-how and capability for having successfully operated projects along with prescribed format.

We understand that NCRTC will be at liberty to finalize project parameters and issue RFQ/RFP for the project.

Signature(s) of Applicant(s)

Enclosures

Seal of applicant Date of submission

ANNEXURE-II: GENERAL TERMS OF REFERENCE

S. No.	Clause	Particulars
1	Definition	Land parcel at Jangpura, owned by NCRTC
2	Lease tenure	XX years from the Agreement Date (*)
3	Scope of work	Develop/build corporate towers and the Stabling yard++ at Jangpura land parcel after discussions with the NCRTC
4	Condition Precedent for Developer	Provided the Performance Security to the Authority; executed and procured execution of the Escrow Agreement and opened and operationalized the Escrow Account; procured all Applicable Permits specified in unconditionally or if subject to conditions, then all such conditions required to be fulfilled under such Applicable Permits; executed the Financing Agreements and delivered to the Authority [3 (three)] true copies thereof, duly attested by a director; and delivered to the Authority [3 (three)] true copies of the Financial Package and the Financial Model, duly attested by a director of the Concessionaire, along with copies
5	Condition Precedent for Authority	<ul style="list-style-type: none"> • Provide encumbrance free land parcel at the Project location • Ensure provision of utilities as stated in the RFP
6	Rights of the Developer	Lessee does not have the right to sub-lease either in part or in full the land to one or more parties. However, sub-lease agreement, if permitted, should be in line with Terms & Conditions specified in Lease Agreement and Lease/ Sub-lease register should be maintained properly.
7	Total Consideration	Authority is considering a combination of Upfront Premium and a revenue share fixed rental as a commercial arrangement for the development. Final decision may be based on the feedback received as part of the EOI

(*) Lease Tenure to be decided after receiving responses to the Eoi

ANNEXURE-III: FORMS

FORM A: Details of Firm/ Applicant

1	Name & Address of the applicant with Telephone No. / Fax No./ Website	
2	Name & contact details of Authorized signatory with Tel No./ Email ID	
3	a) Year of Establishment	
	b) Date & Year of commencement	
4	Legal status of the applicant (please specify)	
	a) A proprietary firm	
	b) A Partnership or LLP	
	c) A limited company or Corporation	
	d) State owned organization	
5	Place of Registration and Principal places of Business	
6	Category of Work Experience (Tick on relevant experience)	<ul style="list-style-type: none">• Experience in Commercial/retail development - Yes/ No• Any other Business Experience - (Please specify)

FORM B: Management credentials

(Applicant may submit brief details of the top three relevant projects)

1	Project Name:
2	Category of Project (use mix):
3	Location:
4	Name of Owner:
5	Brief Description of Property:
6	Core target audience of property
7	Size of property
8	Years of Operation:
9	Name of associated Firm(s), if any:
10	Annual Lease Rental Generations (in INR crs) for the preceding three financial years:

Signature(s) of Applicant(s)
Please use separate sheet for each project

FORM C: Financial Details

Net-worth & Working Capital of Applicant Firm/ Agency
(Supporting Documents: Latest Audited Financial Statements/Annual Report)

Year	Total Assets (TA)	Total Liabilities (TL)	Net Worth = TA-TL	Current Assets (CA)	Current Liabilities (CL)	Working Capital = (CA-CL)
2021-2022						
2020-2021						
2019-2020						
2018-2019						
2017-2018						
2016-2017						
2015-2016						
2014-2015						
2013-2014						
2012-2013						
2011-2012						

Seal and Signature of the Authorized Representatives of the Applicant

FORM D: Financial Details

Annual Turnover of Applicant Firm/ Agency

Year	Amount Currency	Exchange Rate	Turnover amount (INR)
2020-21			
2019-20			
2018-19			
2017-18			
2016-17			
2015-16			
2014-15			
2013-14			
2012-2013			
2011-2012			

Average Annual Turnover

Seal and Signature of the Authorized Representatives of the Applicant

FORM E: Suggestions/ Feedback

S.No.	Item	Description
1	What should be the recommended development format for the Corporate Towers? (Please mention size in Sqft against each format)	<ul style="list-style-type: none"> • Only Commercial • Only Retail • Only Hotel • Combination of two of the above • Commercial + Retail + Hotel • Any other, (please specify)
2	What is the applicant's preferred model of engagement? (Specify for both corporate tower and stabling yard)	Applicant to carry out the development as <ul style="list-style-type: none"> • DBOT • JV with NCRTC (land-owner) • Development/ Asset management model with NCRTC as developer
3	In case of DBOT model, specify the preferred commercial structure for FAR lease consideration?	<ul style="list-style-type: none"> • Upfront Premium + Revenue Share
4	In case of DBOT model, specify the Expected period of Lease?	<ul style="list-style-type: none"> • Upfront Premium + Revenue Share • Upfront premium & monthly fixed rental • Any other, (please specify)
5	Phasing construction plan & expected construction timelines for the Corporate Towers?	Please specify
6	Phasing construction plan & expected construction timelines for the Stabling Yard++?	Please specify
7	Any suggestions regarding design and Planning	Please specify
8	What is the expected fund required for the development of Stabling yard, Station, Operations control center?	Please specify
9	When are the operations expected to commence?	Please specify
10	Any other suggestions / ideas to make the project successful	Please specify

FORM F: Non-Disclosure Undertaking

<To be submitted on Non-Judicial Stamp Paper>
Non-Disclosure Undertaking

Date:

To,
Group General Manager/ARS
National Capital Region Transport Corporation
GatiShakti Bhawan, INA
New Delhi - 110023

Subject: Non - Disclosure Undertaking ("NDU")

Sir,

We, <Name of the Firm> having our registered office at <Office Address> (hereinafter referred to as the "Receiving Party," which shall be deemed to mean and include our successors and permitted assigns), irrevocably and unconditionally undertake the following:

A. The Receiving Party has received, and may further receive, Confidential Information (as defined hereinafter) from the National Capital Region Corporation ("Disclosing Party") either directly or through any other person acting on behalf of the Disclosing Party, in connection with the Stakeholder reach out being conducted by the Disclosing Party for Transit Oriented Development of corporate tower and Stabling Yard at Jangpura, Delhi ("Project").

B. The Receiving Party and its Representatives (as defined hereinafter) shall maintain the Confidential Information on a strictly confidential basis for the purpose of evaluation of a bid for the project ("Purpose") on the terms and conditions set out below:

1. Confidential Information

i. For the purpose of this NDU, "Confidential Information" shall mean any and all information and other materials disclosed, furnished, communicated or supplied by the Disclosing Party and its legal, technical and other advisers and their directors, partners, officers, employees, retainers or consultants in oral, written or electronic form, to the Receiving Party or the Receiving Party's directors/partners, officers, employees, advisors, consultants (whether internal or external) or retainers or its expressly authorized representatives or agents (collectively referred to as "Representatives") on or after the date of this NDU including without limitation, any commercial and financial information, information concerning any legal proceedings, improvement, know how, intellectual property, discoveries, ideas, concepts, papers, techniques, models, data, documentation, manuals, policies, flow charts, research, process, procedures, functions and any other information in connection with the project.

- ii. Notwithstanding any other provision of this NDU, Confidential Information shall not include any information that:
 - a. Is already publicly known;
 - b. Becomes subsequently publicly known or available without breach of this NDU;
 - c. Prior to its disclosure to the Receiving Party in connection with the project was already in the possession of the Receiving Party or thereafter becomes known to the Receiving Party on a non - confidential basis from a source other than the Disclosing Party. However, the Disclosing Party shall not be responsible or liable for the authenticity or accuracy of such information;
 - d. Is required to be disclosed by law, rule, regulation (including the regulations of any relevant securities exchange), court order or any order from a regulatory, statutory, or governmental authority of any jurisdiction or other legal or judicial process of any jurisdiction; and
 - e. Is approved for release by written authorization of the Disclosing Party.
- iii. Confidential Information also includes the substance of any negotiations or communications relating to the project, the existence or status of such negotiations or communications or other facts pertaining to the purpose, and the existence of this NDU. Confidential Information may also include information disclosed by the Disclosing Party through expressly authorized third parties.
- iv. Confidential Information that is required by law to be disclosed by the Receiving Party may be disclosed only to the extent required,

provided that the Receiving Party, if permissible and practicable, gives the Disclosing Party written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the Confidential Information from public disclosure.

2. Obligation of Confidentiality

- i. In consideration of the disclosure and release of the Confidential Information by or on behalf of the Disclosing Party to the Receiving Party, the Receiving Party hereby agrees to use and to procure that it or its Representatives, use such measures and / or procedures as it uses in relation to its own most highly confidential information to hold and keep in confidence any and all such Confidential Information and comply with the terms of this NDU.
- ii. The Receiving Party undertakes that it and its Representatives shall make use of the Confidential Information solely for the purpose or such other purposes from time to time agreed or consented to by the Disclosing Party as evidenced in writing. Save as expressly provided by the Disclosing Party in writing, nothing shall be construed, implicitly or otherwise, as being the granting of a license to use the Confidential Information disclosed by the Disclosing Party. All Confidential Information disclosed, furnished, communicated, or supplied by the Disclosing Party to the Receiving Party, including its Representatives are strictly confidential and, other than as specifically permitted for by the Disclosing Party in writing, shall not be divulged by receiving Party to any third party without prior written consent from the Disclosing Party.
- iii. The Receiving Party shall take all reasonable steps and measures to minimize the risk of disclosure of the Confidential Information by ensuring that only such Representatives who are expressly

authorized by it to and whose duties require them to possess the Confidential Information shall have access to the Confidential Information on a need -to-know basis.

- iv. The Receiving Party shall ensure that the Confidential Information will not be copied or reengineered or reproduced or transmitted by any means and in any form whatsoever (including in an externally accessible computer or electronic information retrieval system) by the Receiving Party or its Representatives except:
 - a. Sharing of confidential Information as required in relation to the purpose; and
 - b. Any action required in relation to any statutory, regulatory, internal, or corporate governance compliance, filings and reporting to be made by Receiving Party or its Representatives in the ordinary course of its business, including any filings, compliances, or representations pursuant to any enquiries, investigations, directions of a Competent Authority.

The Receiving Party or its Representatives' obligations as stated in this clause shall not apply to the extent as mentioned in Clause 1.2 (d) above.

- v. Upon the written request of the Disclosing Party, the Receiving Party shall return to the Disclosing Party all Confidential Information receiving from the Disclosing Party in a tangible form, including copies, or reproductions or other media containing such Confidential Information - save for copies of electronically exchanged Confidential Information made as a matter of routine information technology backup-within twenty (20) days of such written request. The foregoing shall not apply to that portion of the

Confidential Information which consists of analyses, compilations, forecasts, studies, or other documents prepared by Receiving Party or its Representatives subject to confidential obligations under this Agreement. Any documents or other media developed by the Receiving Party containing Confidential Information shall be destroyed by Receiving Party except as mentioned above or required under applicable legal or regulatory requirements. On a written request from the Disclosing Party, the Receiving Party shall certify in written that subject to the exceptions mentioned in this clause, all Confidential Information received by it has been returned, destroyed, or deleted.

- vi. All Confidential Information disclosed pursuant to this NDU shall be and remain the property of the Disclosing Party. Nothing in this NDU shall be construed as granting or conferring any rights whatsoever (including without limitation any intellectual property rights), whether expressly, impliedly, or otherwise, in respect of the Confidential Information to the Receiving Party, and the Confidential Information will be used only for the purpose.

3. Disclosures

- i. Nothing in this NDU shall be construed as requiring the Disclosing Party to disclose any Confidential Information to the Receiving Party or its Representatives. It is within the absolute discretion of the Disclosing Party to determine (in its sole opinion) whether Confidential Information is suitable or necessary to be so disclosed.
- ii. The Receiving Party shall immediately inform the Disclosing Party of any unauthorized use or disclosure, misappropriation, or misuse by any person of any Confidential Information, upon the Receiving Party having notice or knowledge of the same.

4. No Representation, Warranty or Guarantee

No Confidential Information received by the Receiving Party from the Disclosing Party shall constitute representation, warranties or guarantees upon which the Receiving Party may rely, and the Disclosing Party shall assume no responsibility, obligation nor liability in this regard to the Receiving Party relating to or resulting from the use of the Confidential Information or any errors therein or omissions therefrom.

5. Assignment

The Receiving Party shall not assign this NDU (or any part hereof) without the prior written consent of the Disclosing Party. Any assignment without such consent shall be void and is a material breach of this NDU. Subject to the foregoing, this NDU shall be binding upon the Disclosing Party and its respective successors and assigns.

6. Notices

Any communication in connection with this NDU by the Receiving Party to the Disclosing Party must be in writing and be delivered personally, or by registered mail or email to the address set out below:

Attention	[*]
Address	National Capital Region Transport Corporation GatiShakti Bhawan, INA New Delhi - 110023
Email	[*]

7. Miscellaneous

- i. This NDU shall be governed by Indian Laws. The Courts of Delhi shall have exclusive jurisdiction to resolve any disputes with

respect to this NDU or the Confidential Information with the Receiving Party irrevocably consenting to the jurisdiction thereof for any action, suits or proceedings arising out of or relating to this NDU or the Confidential Information. Nothing in this NDU shall prevent the Disclosing Party from seeking injunctive relief (or any other provisional remedy or equitable relief) from any court having jurisdiction over the parties and the subject matter of the dispute to protect any and all of its rights.

- ii. The authorized signatory of the Receiving Party signing this NDU, for and on behalf of the Receiving Party, has been duly authorized by the Receiving Party in this regard through a valid power of Attorney, issued by the Receiving Party in favor of such authorized signatory.
- iii. Indemnification: The Receiving Party hereby undertakes that its shall always keep the Disclosing Party and its employees indemnified with reference to the information received.

For and on behalf of <Name of the Firm>

Authorized Signatory

Name:

Designation

To be Notarized

FORM G: Power of Attorney

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper to be in the name of the company who is issuing the power of Attorney)

Know all men by these presents, we (name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms.....(name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all or any of the acts, deeds or things necessary or incidental to the bid for the contract, including submission of EoI, withdrawal, substitution and modification of EoI, participating in conferences, responding to queries, submission of information/ documents and generally to represent us in all dealings with National Capital Region Transport Corporation Limited or any other Government Agency or any person, in connection with the bid/contract for the said work until culmination of the selection process of this EoI till the contract agreement is entered into with the National Capital Region Transport Corporation Limited and thereafter till the expiry of the contract agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds, and things done by our aforesaid attorney shall always be deemed to have been done by us.

.....
(Signature)

(Name, Title, and address)
of the Person Accepting the POA.

.....
(Signature)

(Name, Title, and address)
of the Person issuing the POA.



NATIONAL CAPITAL REGION TRANSPORT CORPORATION LIMITED
(A JV of Government of India and participating State Governments)

GatiShakti Bhawan, INA, New Delhi - 110023